

ORDER FOR SUPPLIES OR SERVICES										PAGE 1 OF 20	
1. CONTRACT PURCH ORDER/AGREEMENT NO. <div style="border: 1px solid black; padding: 2px;">DAAE20-03-A-0038</div>			2. DELIVERY ORDER/CALL NO.		3. DATE OF ORDER/CALL (YYYYMMDD) <div style="border: 1px solid black; padding: 2px;">2003OCT02</div>		4. REQUISITION/PURCH REQUEST NO. <div style="border: 1px solid black; padding: 2px;">SEE SCHEDULE</div>		5. PRIORITY <div style="border: 1px solid black; padding: 2px;">DXA5</div>		
6. ISSUED BY TACOM-ROCK ISLAND AMSTA-LC-CAC-C IRENE MAWSON (309)782-3810 ROCK ISLAND IL 61299-7630 EMAIL: MAWSONI@RIA.ARMY.MIL			CODE <div style="border: 1px solid black; padding: 2px;">W52H09</div>		7. ADMINISTERED BY (If other than 6) DCMA NEW YORK FT WADSWORTH BLDG 120 207 NEW YORK AVE STATEN ISLAND NY 10305-5013 SCD: A PAS: NONE ADP PT: HQ0337			CODE <div style="border: 1px solid black; padding: 2px;">S3310A</div>		8. DELIVERY FOB <input type="checkbox"/> DESTINATION <input checked="" type="checkbox"/> OTHER (See Schedule if other)	
9. CONTRACTOR E A W ELECTRONIC SYSTEMS INC 145 PALISADE STREET, SUITE 318 DOBBS FERRY, NY. 10522-1626 NAME AND ADDRESS			CODE <div style="border: 1px solid black; padding: 2px;">OMAK6</div>		FACILITY		10. DELIVER TO FOB POINT BY (Date) (YYYYMMDD) SEE SCHEDULE			11. X IF BUSINESS IS <input checked="" type="checkbox"/> SMALL <input type="checkbox"/> SMALL DISADVANTAGED <input type="checkbox"/> WOMAN-OWNED	
TYPE BUSINESS: Other Small Business Performing in U.S.					12. DISCOUNT TERMS			13. MAIL INVOICES TO THE ADDRESS IN BLOCK <div style="border: 1px solid black; padding: 2px;">See Block 15</div>			
14. SHIP TO <div style="border: 1px solid black; padding: 2px;">SEE SCHEDULE</div>			CODE		15. PAYMENT WILL BE MADE BY DFAS COLUMBUS CENTER NORTH ENTITLEMENT OPERATIONS PO BOX 182266 COLUMBUS OH 43218-2266			CODE <div style="border: 1px solid black; padding: 2px;">HQ0337</div>		MARK ALL PACKAGES AND PAPERS WITH IDENTIFICATION NUMBERS IN BLOCKS 1 AND 2	
16. TYPE OF ORDER		DELIVERY/ CALL		THIS DELIVERY ORDER IS ISSUED ON ANOTHER GOVERNMENT AGENCY OR IN ACCORDANCE WITH AND SUBJECT TO TERMS AND CONDITIONS OF ABOVE NUMBERED CONTRACT.							
PURCHASE		X		Reference your <input type="checkbox"/> Oral <input type="checkbox"/> Written Quotation _____, Dated _____. furnish the following on terms specified herein.							
ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME.											
<div style="display: flex; justify-content: space-between;"> <div>NAME OF CONTRACTOR</div> <div>SIGNATURE</div> <div>TYPED NAME AND TITLE</div> <div>DATE SIGNED (YYYYMMDD)</div> </div> <div style="margin-top: 10px;"> <input type="checkbox"/> If this box is marked, supplier must sign Acceptance and return the following number of copies: </div>											
17. ACCOUNTING AND APPROPRIATION DATA/LOCAL USE <div style="border: 1px solid black; padding: 2px;">SEE SCHEDULE</div>											
18. ITEM NO.		19. SCHEDULE OF SUPPLIES/SERVICE				20. QUANTITY ORDERED/ ACCEPTED*		21. UNIT	22. UNIT PRICE		23. AMOUNT
		SEE SCHEDULE CONTRACT TYPE: Firm-Fixed-Price KIND OF CONTRACT: Supply Contracts and Priced Orders									
* If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.					24. UNITED STATES OF AMERICA ROXANNE SPURGETIS /SIGNED/ SPURGETISR@RIA.ARMY.MIL (309)782-4886 BY: _____ CONTRACTING/ORDERING OFFICER					25. TOTAL \$0.00	
27a. QUANTITY IN COLUMN 20 HAS BEEN <input type="checkbox"/> INSPECTED <input type="checkbox"/> RECEIVED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO CONTRACT EXCEPT AS NOTED _____											
b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE						c. DATE (YYYYMMDD)		d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE			
e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE						28. SHIP. NO.		29. D.O. VOUCHER NO.		30. INITIALS	
f. TELEPHONE NUMBER		g. E-MAIL ADDRESS				31. PAYMENT <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		32. PAID BY		33. AMOUNT VERIFIED CORRECT FOR	
36. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT.						31. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL				34. CHECK NUMBER	
a. DATE (YYYYMMDD)		b. SIGNATURE AND TITLE OF CERTIFYING OFFICER								35. BILL OF LADING NO.	
37. RECEIVED AT		38. RECEIVED BY (Print)		39. DATE RECEIVED (YYYYMMDD)		40. TOTAL CONTAINERS		41. S/R ACCOUNT NUMBER		42. S/R VOUCHER NO.	

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SUPPLEMENTAL INFORMATION
SUPPLEMENTAL INFORMATION

THIS FEDERAL SUPPLY CLASS IS INCLUDED ON THE FEDERAL PRISON INDUSTRIES (FPI) LIST OF ITEMS.
THEREFORE, IF THE FPI ITEM IS COMPARABLE TO ITEMS FROM THE PRIVATE SECTOR, IN TERMS OF
PRICE, QUALITY AND DELIVERY, FPI IS THE MANDATORY SOURCE TO WHOM AWARD WILL BE MADE.

DESCRIPTION OF AGREEMENT:

1. THIS IS A BLANKET PURCHASE AGREEMENT (BPA) FOR THE PURCHASE OF CIRCUIT CARD ASSEMBLIES.
 - A. YOUR ATTENTION IS DIRECTED TO ATTACHMENT 001 FOR A COMPLETE LISTING OF ITEMS THAT ARE INCLUDED IN THIS BPA.
 - B. SPECIFIC REQUIREMENTS SUCH AS SECTIONS C, AND D RELATING TO INDIVIDUAL ITEMS BEING PURCHASED ARE INCLUDED AT ATTACHMENTS 002 THROUGH 016. THE CD ROM WITH DRAWINGS HAS BEEN MAILED.
 - C. NOTE SOME INDIVIDUAL ITEMS MAY HAVE REQUIREMENTS FOR PHOSPHATE COATING,SOME MAY REQUIRE SOURCE CONTROL COMPONENTS, SOME MAY HAVE FORGING, CASTINGS, AND PREVIOUS METALS.
 - D. CLAUSE CS6500 IS INCLUDED FOR THOSE ITEMS REQUIRING STABLE BASE MYLARS. THE FILL INS WILL BE INCLUDED AT TIME OF AWARD.
 - E. REQUEST QUOTES BE VALID FOR 120 DAYS.

2. EFFECTIVE PERIOD:

THIS AGREEMENT COMMENCES ON THE DATE SPECIFIED (AFTER SIGNATURE OF CONTRACTING OFFICER) IN BLOCK (3) OF THIS BLANKET PURCHASE AGREEMENT (BPA) AND ENDS 30 DECEMBER 2006. BOTH PARTIES WITH AGREEMENT CAN EXTEND THE BPA. ALL WORK ORDERS UNDER THE BPA SHALL BE CONTINUED UNTIL THE WORK IS FINISHED AND THE ORDER IS PAID.

3. MINIMUM ORDER: NONE

4. THIS BPA DOES NOT OBLIGATE ANY FUNDS. THE GOVERNMENT IS OBLIGATED ONLY TO THE EXTENT OF DELIVERY ORDERS ISSUED UNDER THIS BPA.

5. PRICING:

THE PRICES TO THE GOVERNMENT SHALL BE AS LOW OR LOWER THAN THOSE CHARGED THE SUPPLIER'S MOST FAVORED CUSTOMER FOR COMPARABLE QUANTITIES UNDER SIMILAR TERMS AND CONDITIONS, IN ADDITION TO ANY DISCOUNTS FOR PROMPT PAYMENT.

6. CALL LIMITATION:

NO INDIVIDUAL CALL UNDER THIS AGREEMENT SHALL EXCEED \$25,000, IF MADE VIA IMPAC CARD.
WRITTEN ORDERS EXECUTED UNDER THIS AGREEMENT SHALL NOT EXCEED \$100,000 EACH.

7. DELIVERY TICKETS:

ALL SHIPMENTS UNDER THIS AGREEMENT SHALL BE ACCOMPANIED BY DELIVERY TICKETS OR SALES SLIPS WHICH SHALL CONTAIN THE FOLLOWING MINIMUM INFORMATION:

- (1) NAME OF SUPPLIER
- (2) BLANK PURCHASE AGREEMENT NUMBER
- (3) DATE OF PURCHASE
- (4) ITEMIZED LIST OF SUPPLIES OR SERVICES FURNISHED
- (5) DELIVERY ORDER NUMBER
- (6) QUANTITY, UNIT PRICE AND EXTENSION OF EACH ITEM, LESS APPLICABLE DISCOUNTS
- (7) DATE OF DELIVERY OR SHIPMENT

UPON DELIVERY, THE RECEIVING ACTIVITY WILL RETAIN ONE (1) COPY OF THE RELATED DELIVERY TICKET AND WILL SIGN THE OTHER TWO (2) COPIES AND RETURN THEM TO THE SUPPLIER OR SUPPLIER'S AGENT. ONE OF THESE COPIES MAY SUBSEQUENTLY BE REQUIRED TO SUPPORT THE INVOICE.

8. INVOICING:

IT IS EXPECTED THAT VENDOR WILL BILL VIA IMPAC. FOR ORDERS NOT FINANCED BY CREDIT CARD, A 30 DAY ITEMIZED INVOICE SHALL BE

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UTILIZED PURSUANT TO THE VENDOR'S NORMAL BILLING CYCLE AND SENT TO THE ADDRESS LISTED IN BLOCK 6.

A ORAL CALL USING CREDIT CARD, A DELIVERY ORDER WITH CREDIT CARD AS THE METHOD, AND A DELIVERY ORDER BEARING FUNDS ARE ALL USABLE.

9. DELIVERY (TRANSPORTATION) TERMS: ALL DELIVERIES SHALL BE FOB DESTINATION AT THE SHORTEST DELIVERY DATE POSSIBLE. THE DELIVERY DESTINATION WILL BE KNOWN WHEN ORDERS ARE PLACED AGAINST THIS BLANKET PURCHASE AGREEMENT.
10. INSPECTION AND ACCEPTANCE SHALL BE AT ORIGIN.
11. PRIMARY ORDER METHOD AGAINST THIS BPA WILL BE WRITTEN ORDERS VIA DD155, BUT THIS DOES NOT PROHIBIT CREDIT CARD (IMPAC-VISA) ORDERS.

12. TACOM-ROCK ISLAND IS THE ONLY AGENCY AUTHORIZED TO PLACE ORDERS UNDER THIS BPA. CONTRACTING OFFICERS, MS. ROXANNE SPURGETIS, MR. DAVE ELLIOTT AND MS. CAROL RIVARD ARE THE ONLY AUTHORIZED INDIVIDUALS ABLE TO SIGN WRITTEN ORDERS AGAINST THIS BPA. THIS DOES NOT LIMIT THE CONTRACTING OFFICERS FROM LATER DELEGATING ORDERING AUTHORITY IN WRITING.

THE FOLLOWING PEOPLE ARE AUTHORIZED AS ORDERING OFFICERS FOR ORDERS UP TO \$25,000.00 PLACED VIA GOVERNMENT WIDE PURCHASE ORDER CARD (CWPC) CREDIT CARD:

MR. CHARLES E. SLACK (309) 782-6409 UP TO \$2,500.00 PER ORDER

13. VARIATION IN QUANTITY (FAR 52.212-9)

THE PERMISSIBLE VARIATION SHALL BE LIMITED TO:

- 0% INCREASE
- 0% DECREASE

14. THIS BPA INCORPORATES CLAUSES BY REFERENCE AND IN FULL TEXT. INCORPORATION OF CLAUSES:

FAR 52,232-8 (IF0327) DISCOUNTS FOR PROMPT PAYMENT (APR 1989)
DFARS 252.225-7009 (IA0736) DUTY FREE ENTRY - QUALIFYING COUNTRY SOURCES AND SUBCONTRACTORS (DEC 1991)

THE FOLLOWING CLAUSES APPLY AS INDICATED UNDER "NOTES"

CLAUSE NO.	CLAUSE TITLE	CLAUSE DATE	NOTES
FAR 52.222-20 (IF7114)	WALSH-HEALY PUBLIC CONTRACTS ACT	APR 1984	1
FAR 52.247-34 (FF0036)	F.O.B. DESTINATION	NOV 1991	2
FAR 52.247-48 (FF0038)	F.O.B. DESTINATION - EVIDENCE OF SHIPMENT (DEVIATION)	JUL 1995	2

APPLICABLE NOTES FOR THE ABOVE CLAUSES INCORPORATED BY REFERENCE

1. APPLIES WHEN THE CUMULATIVE OF ALL CALLS IS ANTICIPATED TO EXCEED \$10,000.00
2. APPLIES WHEN DELIVERY TERM IS F.O.B. DESTINATION

SECTION K: REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS (MUST BE FILLED IN)

FAR 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS

- (A) (1) THE NAICS CODE FOR THESE REQUIREMENTS IS 335931
- (2) THE SMALL BUSINESS STANDARD FOR ALL IS 3643

(3) THE SMALL BUSINESS SIZE STANDARD FOR A CONCERN WHICH SUBMITS AN OFFER IN ITS OWN NAME, OTHER THAN ON A CONSTRUCTION OR SERVICE CONTRACT, BUT WHICH PROPOSES TO FURNISH A PRODUCT WHICH IT DID NOT ITSELF MANUFACTURE IS 500 EMPLOYEES.

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(B) REPRESENTATIONS

- (1) THE OFFEROR REPRESENTS AS PART OF ITS OFFER THAT IT_____IS,_____IS NOT A SMALL BUSINESS CONCERN.
- (2) (COMPLETE ONLY IF OFFEROR REPRESENTED ITSELF AS A SMALL BUSINESS CONCERN IN PARAGRAPH (B) (1) OF THIS PROVISION.) THE OFFEROR REPRESENTS AS PART OF ITS OFFEROR THAT IT_____IS,_____IS NOT A SMALL DISADVANTAGES BUSINESS CONCERN.
- (3) (COMPLETE ONLY IF OFFEROR REPRESENTS ITSELF AS A SMALL BUSINESS CONCERN IN PARAGRAPH (B) (1) OF THIS PROVISION.) THE OFFEROR REPRESENTS AS PART OF ITS OFFER THAT IT_____IS,_____IS NOT A WOMAN-OWNED BUSINESS.
- (C) DEFINITIONS. SMALL BUSINESS CONCERN, AS USED IN THIS PROVISION, MEANS A CONCERN, INCLUDING ITS AFFILIATES, THAT IS INDEPENDENTLY OWNED AND OPERATED, NOT DOMINANT IN THE FIELD OF OPERATION IN WHICH IT IS BIDDING ON GOVERNMENT CONTRACTS, AND QUALIFIED AS A SMALL BUSINESS UNDER THE CRITERIA IN 13 CFR PART 121 AND THE SIZE STANDARD IN PARAGRAPH (A) OF THIS PROVISION.

SMALL DISADVANTAGED BUSINESS CONCERN, AS USED IN THIS PROVISION, MEANS A SMALL BUSINESS CONCERN THAT (1) AT LEAST 51 PERCENT UNCONDITIONALLY OWNED BY ONE OR MORE INDIVIDUALS WHO ARE BOTH SOCIALLY AND ECONOMICALLY DISADVANTAGED, OR A PUBLICLY OWNED BUSINESS HAVING AT LEAST 51 PERCENT OF ITS STOCK UNCONDITIONALLY OWNED BY ONE OR MORE SOCIALLY AND ECONOMICALLY DISADVANTAGED INDIVIDUALS., AND (2) HAS ITS MANAGEMENT AND DAILY BUSINESS CONTROLLED BY ONE OR MORE SUCH INDIVIDUALS. THIS TERM ALSO MEANS A SMALL BUSINESS CONCERN THAT IS AT LEAST 51 PERCENT UNCONDITIONALLY OWNED BY AN ECONOMICALLY DISADVANTAGED INDIAN TRIBE OR NATIVE HAWAIIAN ORGANIZATION, OR A PUBLICLY OWNED BUSINESS HAVING AT LEAST 51 PERCENT OF ITS STOCK UNCONDITIONALLY OWNED BY ONE OR MORE OF THESE ENTITIES, WHICH HAS ITS MANAGEMENT AND DAILY BUSINESS CONTROLLED BY MEMBERS OF AN ECONOMICALLY DISADVANTAGED INDIAN TRIBE, OR NATIVE HAWAIIAN ORGANIZATION, AND WHICH MEETS THE REQUIREMENTS OF 13 CFR PART 124.

- WOMAN OWNED SMALL BUSINESS CONCERN, AS USED IN THIS PROVISION, MEANS A SMALL BUSINESS CONCERN--
- (1) WHICH AT LEAST 51 PERCENT OWNED BY ONE OR MORE WOMEN OR, IN THE CASE OF ANY PUBLICLY OWNED BUSINESS, AT LEAST 51 PERCENT OF THE STOCK OF WHICH IS OWNED BY ONE OR MORE WOMEN; AND
- (2) WHOSE MANAGEMENT AND DAILY BUSINESS OPERATIONS ARE CONTROLLED BY ONE OR MORE WOMEN.

(D) NOTICE.

- (1) IF THIS SOLICITATION IS FOR SUPPLIES AND HAS BEEN SET ASIDE, IN WHOLE OR IN PART, FOR SMALL BUSINESS CONCERNS THEN THE CLAUSE IN THIS SOLICITATION PROVIDING NOTICE OF THE SET ASIDE CONTAINS RESTRICTIONS ON THE SOURCE OF THE END ITEMS TO BE FURNISHED.
- (2) UNDER 15 U.S.C. 645 (D), ANY PERSON WHO MISREPRESENTS A FIRMS STATUS AS A SMALL OR SMALL DISADVANTAGED BUSINESS CONCERN IN ORDER TO OBTAIN A CONTRACT TO BE AWARDED UNDER THE PREFERENCE PROGRAMS ESTABLISHED PURSUANT TO SECTION 8 (D) FOR A DEFINITION OF PROGRAM ELIGIBILITY, SHALL--
- (i) BE PUNISHED BY IMPOSITION OF FINE, IMPRISONMENT, OR BOTH;
- (ii) BE SUBJECT TO ADMINISTRATIVE REMEDIES, INCLUDING SUSPENSION AND DEBARMENT; AND
- (iii) BE INELIGIBLE FOR PARTICIPATION IN PROGRAMS CONDUCTED UNDER THE AUTHORITY OF THE ACT.

SECTION L

52.215-4511 (LS7013) ELECTRONIC AWARD NOTICE FEB/2002
TACOM-RI

ANY CONTRACT AWARDED AS A RESULT OF THIS BLANKET PURCHASE AGREEMENT (BPA) WILL BE POSTED TO THE INTERNET FOR DOWNLOADING AND PAPER COPIES WILL NOT BE DISTRIBUTED. THIS IS A MATERIAL CONDITION OF THE BPA AND BY SUBMISSION OF A BID OR PROPOSAL THE VENDOR AGREES TO ACCEPT AN ELECTRONIC AWARD TRANSMITTED IN THE MANNER DESCRIBED ABOVE.

NOTICE OF AWARD TO THE AWARDEE WILL BE ISSUED ONLY VIA ELECTRONIC MAIL. VENDORS WHO WISH TO BE NOTIFIED IF THEY RECEIVED AN AWARD AS A RESULT OF THIS BPA MUST PROVIDE THEIR ELECTRONIC MAIL ADDRESS IN THE SPACE PROVIDED BELOW. IF THE VENDOR FAILS TO PROVIDE AN ELECTRONIC MAIL ADDRESS, THEN A SEPARATE NOTICE OF AWARD WILL NOT BE PROVIDED AND IT SHALL BE THE SOLE RESPONSIBILITY OF THE VENDOR TO PERIODICALLY CHECK THE INTERNET TO DETERMINE IF HE/SHE HAS RECEIVED AN AWARD. IN THIS EVENT, THE VENDOR'S FAILURE TO CHECK THE INTERNET AND DOWNLOAD A COPY OF THE AWARD IN A TIMELY MANNER SHALL NOT BE AN EXCUSE FOR FAILURE TO PERFORM OR GROUNDS FOR A DELIVERY SCHEDULE EXTENSION.

NOTICE OF AWARD TO UNSUCCESSFUL OFFERORS SHALL BE ISSUED ONLY VIA THE FEDERAL BUSINESS OPPORTUNITIES (FEDBUSOPPS) OR ELECTRONIC MAIL. VENDORS WHO WISH TO RECEIVE AN ELECTRONIC MAIL NOTICE IF THEY ARE UNSUCCESSFUL MUST PROVIDE AN ELECTRONIC MAIL ADDRESS IN THE SPACE

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PROVIDED BELOW. IF THE VENDOR FAILS TO PROVIDE AN ELECTRONIC MAIL ADDRESS, THEN A SEPARATE NOTICE WILL NOT BE PROVIDED, AND IT SHALL BE THE SOLE RESPONSIBILITY OF THE VENDOR TO PERIODICALLY CHECK THE FEDBUSOPPS TO DETERMINE IF AN AWARD HAS BEEN MADE. IN THIS EVENT, THE VENDOR'S FAILURE TO CHECK THE FEDBUSOPPS TO DETERMIN IF AN AWARD HAS BEEN MADE SHALL NOT CONSTITUTE GROUNDS FOR AN EXTENSION OF THE TEN (10) DAY PROTEST PERIOD ALLOWED IN REGULATION.

52.233-2 SERVICE OF PROTEST AUG/1996

(a) PROTEST, AS DEFINED IN SECTION 33.101 OF THE FEDERAL ACQUISITION REGULATION, THAT ARE FILED DIRECTLY WITH AN AGENCY, AND COPIES OF ANY PROTESTS THAT ARE FILED WITH THE GENERAL ACCOUNTING OFFICE (GAO), SHALL BE SERVED ON THE CONTRACTING OFFICER (ADDRESS AS FOLLOWS) BY OBTAINING WRITTEN AND DATED ACKNOWLEDGMENT OF RECEIPT FROM TACOM-RI, ROXANNE SPURGETIS, ROCK ISLAND, IL 61299-7630. A PROTEST TO BE FILED WITH HQ, AMC, IN ACCORDANCE WITH THE CLAUSE IN SECTION A ENTITLED HQ, AMC-LEVEL PROTEST PROGRAM, SHALL BE ADDRESSED TO: HQ, ARMY MATERIEL COMMAND, OFFICE OF COMMAND COUNSEL, ATTN: AMCCC-PL, 5001 EISENHOWER AVENUE, ALEXANDRIA, VA 22333-0001. (FACSIMILE NUMBER (703) 617-5680/617-4999.)

(b) THE COPY OF ANY PROTEST SHALL BE RECEIVED IN THE OFFICE DESIGNATED ABOVE WITHIN ONE DAY OF FILING A PROTEST WITH THE GAO.

VENDOR'S ELECTRONIC MAIL ADDRESS

VENDOR'S PHONE NUMBRER

VENDOR'S FAX NUMBER

(END OF PROVISION)

*** END OF NARRATIVE A 001 ***

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DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

	Regulatory Cite	Title	Date
1	52.210-4501 TACOM-RI	DRAWINGS/SPECIFICATION	MAR/1988

In addition to the drawing(s) and/or specifications listed below, other documents which are part of this procurement and which apply to Preservation/Packaging/Packing and Inspection and Acceptance are contained elsewhere.

The following drawing(s) and specifications are applicable to this procurement.

Drawings and Specifications in accordance with enclosed Technical Data Package Listing SEE ATTACHMENT 001 FOR NSN AND PART NUMBER with revisions in effect as of SEE ATTACHMENT 002-015 FOR SECTION C DATES (except as follows):

SEE ATTACHMENT 001 FOR P/N
SEE ATTACHMENT 002-015 ONCE P/N IS KNOWN FOR COMPLETE REQUIREMENTS

(CS6100)

2	52.210-4511 TACOM-RI	STATEMENT OF WORK - OZONE DEPLETING CHEMICALS	MAR/1994
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(a) (1) Specifications and standards, which identify ODCs among alternative substances for use, are part of this TDP/SOW as follows:

N/A

(2) The above specifications and standards allow the optional use of Ozone Depleting Substances (ODS) or Ozone Depleting Chemicals (ODC). Preference should be given to the Non-ODS/ODC choices in compliance with Executive Order 12843, dated April 21, 1993, ''Procurement Requirements and Policies for Federal Agencies for Ozone Depleting Substances .

(b) Other specifications and standards containing ODS/ODC materials and included in this TDP/SOW for which a substitute is provided and must be used are as follows:

N/A

(c) Other specifications and standards included in this TDP/SOW that specify use of an ODS/ODC and have been approved for use are as follows:

N/A

(d) NOTE: Offerors are requested, although not obligated, to perform their own screening of the TDP specifications and standards or SOW and identify any additional potential ODS/ODC to the Contracting Officer.

(End of Clause)

(CS6191)

3	52.210-4513 ACALA	STATEMENT OF WORK - STABLE BASE MYLARS	FEB/1994
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THIS CLAUSE APPLIES TO ATTACHMENTS 002,003,005,007,009,010,011,012, AND 013.

THE FILL INS WILL BE ENTERED AT TIME OF AWARD.

Stable Base Mylars Master(s) are required as follows:

CLIN(s)	DRAWING NO(s)	PRON NO(s)	NSN(s)
-1-	-2-	-3-	-4-

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Stable Base drawings should be requested from the Contracting Officer not later than thirty days after award of contract.

(End of Clause)

(CS6500)

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PACKAGING AND MARKING

	Regulatory Cite	Title	Date
1	52.211-4500 TACOM-RI	PACKAGING REQUIREMENTS (SPECIFICATIONS/STANDARDS)	FEB/2000

SEE ATTACHMENTS 009, 010, 012, AND 014 FOR THE FILL INS TO THIS CLAUSE.

a. The preservation, packing, and marking requirements shall be accomplished in accordance with the requirements in the specification/standard defined below.

b. The following requirements shall apply:

- Preservation: -1-
- Level of Packing: -2-
- Quantity Per Unit Package: -3-
- Quantity of Unit Packages Per Intermediate Container: -4-
- Specification/Standard: -5-

c. Marking: In addition to any special markings called out by the specification/standard above, all unit packages, intermediate packs, exterior shipping containers, and, as applicable, unitized loads shall be marked in accordance with MIL-STD-129, Revision -6-, Date -7-, including bar coding in accordance with ANSI/AIM-BCI, Uniform Symbology Specification Code 39.

d. The specification/standard cited is intended to give a clear and accurate description of the technical packaging requirements for the item being procured, including the procedure by which it can be determined that the requirements have been met. Specific instructions and/or tailoring of the specification/standard is detailed in the supplemental instructions in paragraph e below. Any design changes or changes in the method of preservation that provide a cost savings without degrading the method of preservation or packing and without affecting the serviceability of the item will be considered and responded to within 10 days of submission to the Contracting Officer with copies to the Administrative Contracting Officer. The Government reserves the right to require testing to validate alternate industrial preservation methods, materials, blocking, bracing, cushioning, and packing.

e. SPECIAL INSTRUCTIONS: -6-

(End of clause)

(DS6410)

2	52.211-4501 TACOM-RI	PACKAGING REQUIREMENTS (SPECIAL PACKAGING INSTRUCTIONS)	FEB/2000
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SEE ATTACHMENTS 003, 004, 005, 006, 007, 008, AND 013 FOR THE FILLS INS TO THIS CLAUSE.

a. Military preservation, packing, and marking shall be accomplished in accordance with the specific requirements identified below, all the applicable requirements of MIL-STD-2073-1, Revision -1-, Date -2- and the Special Packaging Instruction contained in the TDP.

- Preservation: MILITARY
- Level of Packing: -3-
- Quantity Per Unit Package: -4-
- SPI Number: -5-

b. Unitization Shipments of identical items going to the same destination shall be palletized if they have a total cubic displacement of 50 cubic feet or more unless skids or other forklift handling features are included on the containers. Pallet loads must be stable, and to the greatest extent possible, provide a level top for ease of stacking. A palletized load shall not exceed 4,000 pounds and should not exceed 52 inches in length or width, or 54 inches in height. The load shall be contained in a manner that will permit safe handling during shipment and storage.

c. Marking: In addition to any special markings called out on the SPI, all unit packages, intermediate packs, exterior shipping containers, and as applicable, unitized loads shall be marked in accordance with MIL-STD-129, Revision -6-, Date -7-, including bar coding in accordance with ANSI/AIM-BC1, Uniform Symbology Specification Code 39.

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d. This SPI has been validated and the method of preservation/packing has proven successful in meeting the needs of the military distribution system, including indeterminate storage and shipment throughout the world. Special instructions and/or tailoring of the SPI is detailed in the Supplemental Instructions in paragraph e below. A prototype package is required to validate the sizes and fit requirements of the SPI. Minor dimensional and size changes are acceptable provided the contractor notifies the Administrative Contracting Officer 60 days prior to delivery. Any design changes or changes in the method of preservation that provide a cost savings without degrading the method of preservation or packing or affecting the serviceability of the item will be considered and responded to within 10 days of submission to the Contracting Officer and the Administrative Contracting Officer. Government reserves the right to require testing to validate alternate industrial preservation methods, materials, alternate blocking, bracing, cushioning, and packing.

e. SUPPLEMENTAL INSTRUCTIONS: -8-

(End of clause)

(DS6411)

3	52.211-4501	PACKAGING REQUIREMENTS (SPECIAL PACKAGING INSTRUCTIONS)	APR/2003
	TACOM-RI		

SEE ATTACHMENTS 002 FOR THE FILL INS TO THIS CLAUSE.

a. Military preservation, packing, and marking shall be accomplished in accordance with the specific requirements identified below, all the applicable requirements of MIL-STD-2073-1, Revision D, Date 15 Dec 99 including Notice 1, dated 10 May 02 and the Special Packaging Instruction contained in the TDP.

Preservation: MILITARY
Level of Packing: -1-
Quantity Per Unit Package: -2-
SPI Number: -3-

b. Unitization Shipments of identical items going to the same destination shall be palletized if they have a total cubic displacement of 50 cubic feet or more unless skids or other forklift handling features are included on the containers. Pallet loads must be stable, and to the greatest extent possible, provide a level top for ease of stacking. A palletized load shall be of a size to allow for placement of two loads high and wide in a conveyance. The weight capacity of the pallet must be adequate for the load. The preferred commercial expendable pallet is a 40 x 48 inch, 4-way entry pallet although variations may be permitted as dictated by the characteristics of the items being unitized. The load shall be contained in a manner that will permit safe handling during shipment and storage.

c. Marking: In addition to any special markings called out on the SPI, all unit packages, intermediate packs, exterior shipping containers, and, as applicable, unitized loads shall be marked in accordance with MIL-STD-129, Revision P, Date 15 Dec 02 including bar coding. The contractor is responsible for application of special markings as discussed in the Military Standard regardless of whether specified in the contract or not. Special markings include, but are not limited to, Shelf-life markings, structural markings, and transportation special handling markings. The marking of pilferable and sensitive materiel will not identify the nature of the materiel.

Contractors and vendors shall apply address markings using a bar coded military shipment label (MSL)for all shipments except contractor to contractor. The MSL will include both linear and 2D bar codes per the standard. The DD Form 250 or the commercial packing list shall have bar coding applied as per Direct Vendor Delivery Shipments in the standard (except for deliveries to DLA Distribution Depots, e.g. New Cumberland, San Joaquin, Red River, Anniston).

Contractor to contractor shipments shall have the address markings applied to the identification marked side of the exterior shipping container or to the unitized load markings. The following shall be marked "FROM: name and address of consignor and TO: name and address of consignee".

Military Shipping Label. The Army has developed software to create Military Shipment Labels. It's called Computer Automated Transportation Tool Military Shipment Label/Issue Receipt Release Document (CATT MSL/IRRD) and is available to anyone with a contract with the government. The software can be downloaded from the following website main page: <http://www.asset-trak.com/catt/catt.htm>. Or go directly to the software download page http://www.asset-trak.com/catt/msl_irrd/msl_irrddownload.htm. Be sure to bookmark this page for future releases of CATT MSL/IRRD.

Name of Offeror or Contractor: E A W ELECTRONIC SYSTEMS INC

d. Heat Treatment and Marking of Wood Packaging Materials: All non-manufactured wood used in packaging shall be heat treated to a core temperature of 56 degrees Celsius for a minimum of 30 minutes. The box/pallet manufacturer and the manufacturer of wood used as inner packaging shall be affiliated with an inspection agency accredited by the board of review of the American Lumber Standard Committee. The box/pallet manufacturer and the manufacturer of wood used as inner packaging shall ensure tractability to the original source of heat treatment. Each box/pallet shall be marked to show the conformance to the International Plant Protection Convention Standard. Boxes/pallets and any wood used as inner packaging made of non-manufactured wood shall be heat-treated. The quality mark shall be placed on both ends of the outer packaging, between the end cleats or end battens; on two sides of the pallet. . Foreign manufacturers shall have the heat treatment of non-manufactured wood products verified in accordance with their National Plant Protection Organizations compliance program.

e. This SPI has been validated and the method of preservation/packing has proven successful in meeting the needs of the military distribution system, including indeterminate storage and shipment throughout the world. Special instructions and/or tailoring of the SPI is detailed in the Supplemental Instructions in paragraph e below. A prototype package is required to validate the sizes and fit requirements of the SPI. Minor dimensional and size changes are acceptable provided the contractor notifies the Administrative Contracting Officer 60 days prior to delivery. Any design changes or changes in the method of preservation that provide a cost savings without degrading the method of preservation or packing or affecting the serviceability of the item will be considered and responded to within 10 days of submission to the Contracting Officer and the Administrative Contracting Officer. Government reserves the right to require testing to validate alternate industrial preservation methods, materials, alternate blocking, bracing, cushioning, and packing.

f. SUPPLEMENTAL INSTRUCTIONS: -4-

(End of clause)

(DS6415)

4	52.211-4502	PACKAGING REQUIREMENTS (COMMON/SELECTIVE GROUP)	FEB/2000
	TACOM-RI		

SEE ATTACHMENT 011 FOR THE FILL INS TO THIS CLAUSE

a. Military preservation, packing, and marking shall be accomplished in accordance with the specific requirements identified below and all the applicable requirements of MIL-STD-2073-1, Revision -1-, Date -2-.

Preservation: MILITARY
Level of Packing: -3-
Quantity per Unit Package: -4-
Quantity of Unit Packages per Intermediate Container: -5-

b. MIL-STD-2073-1, Revision -6-, Date -7-, Appendix J establishes and defines codes used in describing military packaging methods and materials. The following codes from Appendix J apply:

Preservation Method Code.....-8-	(Table J.I. and J.IA.)
Cleaning Procedure Code.....-9-	(Table J.II)
Preservative Material Code.....-10-	(Table J.III)
Wrapping Material Code.....-11-	(Table J.IV)
Cushioning and Dunnage Code.....-12-	(Table J.V)
Thickness of Cushioning or Dunnage Code.....-13-	(Table J.VI)
Unit Container Code.....-14-	(Table J.VII)
Intermediate Container Code.....-15-	(Table J.VII)
Packing Code.....-16-	(Table J.IX and J.IXA)
Special Marking Code.....-17-	(Table J.X)

c. Unitization: Shipments of identical items going to the same destination shall be palletized if they have a total cubic displacement of 50 cubic feet or more unless skids or other forklift handling features are included on the containers. Pallet loads must be stable, and to the greatest extent possible, provide a level top for ease of stacking. A palletized load shall not exceed 4,000 pounds and should not exceed 52 inches in length or width, or 54 inches in height. The load shall be contained in a manner that will permit safe handling during shipment and storage.

d. Marking: In addition to any special markings called out above, all unit packages, intermediate packs, exterior shipping containers, and, as applicable, unitized loads shall be marked in accordance with MIL-STD-129, Revision -18-, Date -19-, including bar

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coding, see AIM-BC1, Uniform Symbology Specification (USS)-39, Document Number: X5-2.

e. These packaging requirements are intended to provide protection against environmentally induced corrosion and deterioration, physical and mechanical damage, and other forms of degradation during storage, multiple handling, and shipment associated with the military distribution system. The Government encourages contractors to submit requests for changes that will result in savings or improve the packaging. Please submit request for changes in accordance with the RFD/RFW clause of the contract. Government reserves the right to require testing to validate alternate industrial preservation methods, materials, blocking, bracing, cushioning, and packing at contractor's expense.

f. SUPPLEMENTAL INSTRUCTIONS: -20-

(End of clause)

(DS6412)

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Name of Offeror or Contractor: E A W ELECTRONIC SYSTEMS INC

INSPECTION AND ACCEPTANCE

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.246-2	INSPECTION OF SUPPLIES - FIXED-PRICE	AUG/1996
2	52.246-11	HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT	FEB/1999

THIS CLAUSE APPLIES TO P/N 11743439, SM-D-805149, SM-D-805881

The Contractor shall comply with the higher-level quality standard selected below, (If more than one standard is listed, the offeror shall indicate its selection by checking the appropriate block.)

	Title	Number	Date	Tailoring
()	QUALITY MANAGEMENT SYSTEMS-REQUIREMENTS,	ISO 9001: 2000	13 DEC 2000,	TAILORED BY EXCLUDING PARAGRAPHS 7.2, 7.3, 7.4, 7.5.1, AND 7.5.2.
()	QUALITY SYSTEMS-MODEL FOR QA	ISO 9003,	18 JUL 1994	UNTAILORED

(End of clause)

(EF6002)

THIS CLAUSE APPLIES TO P/N 11745329, 11732360, 11743417, 11743239, 11732392, SM-D-808399, 11746908, 10559425, 11732350 AND SM-D-804969.

	Title	Number	Date	Tailoring
()	QUALITY MANAGEMENT SYSTEMS-REQUIREMENTS,	ISO 9001: 2000	13 DEC 2000	TAILORED BY EXCLUDING PAARAGRAPH 7.3
()	QUALITY SYSTEMS-MODEL FOR QA	ISO 9002,	18 JUL 1994	UNTAILORED

3	52.209-4512 TACOM-RI	FIRST ARTICLE TEST (CONTRACTOR TESTING)	MAR/2001
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THIS CLAUSE APPLIES TO P/N SM-D-804969, NSN 5998-01-063-6379

- a. The first article shall consist of:
- QTY: 3 EACH
P/N: SM-D-804969
NOUN: VIDEO RECTIFIER FILTER ASSY
NOTE (1) MANUFACTURE IAW ALL DRAWINGS.
NOTE (2) TEST IAW ACCEPTANCE TEST PROCEDURE SM-A-806105.

INFO COPY TO: WILLIAM DUNN, (AMSTA-AR-QAW-C)

which shall be examined and tested in accordance with contract requirements, the item specification(s), Quality Assurance Provisions (QAPs) and all drawings listed in the Technical Data Package.

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b. The first article shall be representative of items to be manufactured using the same processes and procedures and at the same facility as contract production. All parts and materials, including packaging and packing, shall be obtained from the same source of supply as will be used during regular production. All components, subassemblies, and assemblies in the first article sample shall have been produced by the Contractor (including subcontractors) using the technical data package applicable to this procurement.

c. The first article shall be inspected and tested by the contractor for all requirements of the drawing(s), the QAPs, and specification(s) referenced thereon, except for:

(1) Inspections and tests contained in material specifications provided that the required inspection and tests have been performed previously and certificates of conformance are submitted with the First Article Test Report.

(2) Inspections and tests for Military Standard (MS) components and parts provided that inspection and tests have been performed previously and certifications for the components and parts are submitted with the First Article Test Report.

(3) Corrosion resistance tests over 10 days in length provided that a test specimen or sample representing the same process has successfully passed the same test within 30 days prior to processing the first article, and results of the tests are submitted with the First Article Test Report.

(4) Life cycle tests over 10 days in length provided that the same or similar items manufactured using the same processes have successfully passed the same test within 1 year prior to processing the first article and results of the tests are submitted with the First Article Test Report.

(5) Onetime qualification tests, which are defined as a one-time on the drawing(s), provided that the same or similar item manufactured using the same processes has successfully passed the tests, and results of the test are on file at the contractor's facility and certifications are submitted with the First Article Test Report.

d. The Contractor shall provide to the Contracting Officer at least 15 calendar days advance notice of the scheduled date for final inspection and test of the first article. Those inspections which are of a destructive nature shall be performed upon additional sample parts selected from the same lot(s) or batch(es) from which the first article was selected.

e. A First Article Test Report shall be compiled by the contractor documenting the results of all inspections and tests (including supplier's and vendor's inspection records and certifications, when applicable). The First Article Test Report shall include actual inspection and test results to include all measurements, recorded test data, and certifications (if applicable) keyed to each drawing, specification and QAP requirement and identified by each individual QAP characteristic, drawing/specification characteristic and unlisted characteristic. Evidence of the QAR's verification will be provided. One copy of the First Article Test Report will be submitted through the Administrative Contracting Officer to the Contracting Officer with a copy furnished to -2-.

f. Notwithstanding the provisions for waiver of first article, an additional first article sample or portion thereof, may be ordered by the Contracting Officer in writing when (i) a major change is made to the technical data, (ii) whenever there is a lapse in production for a period in excess of 90 days, or (iii) whenever a change occurs in place of performance, manufacturing process, material used, drawing, specification or source of supply. When conditions (i), (ii), or (iii) above occurs, the Contractor shall notify the Contracting Officer so that a determination can be made concerning the need for the additional first article sample or portion thereof, and instructions provided concerning the submission, inspection, and notification of results. Costs of the additional first article testing resulting from any of the causes listed herein that were instituted by the contractor and not due to changes directed by the Government shall be borne by the Contractor.

(End of Clause)

(ES6016)

4	52.246-4528 TACOM-RI	REWORK AND REPAIR OF NONCONFORMING MATERIAL	MAY/1994
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THIS CLAUSE APPLIES TO P/N SM-D-804969, NSN 5998-01-063-6379

a. Rework and Repair are defined as follows:

(1) Rework - The reprocessing of nonconforming material to make it conform completely to the drawings, specifications or contract requirements.

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(2) Repair - The reprocessing of nonconforming material in accordance with approved written procedures and operations to reduce, but not completely eliminate, the nonconformance. The purpose of repair is to bring nonconforming material into a usable condition. Repair is distinguished from rework in that the item after repair still does not completely conform to all of the applicable drawings, specifications or contract requirements.

b. Rework procedures along with the associated inspection procedures shall be documented by the Contractor and submitted to the Government Quality Assurance Representative (QAR) for review prior to implementation. Rework procedures are subject to the QAR's disapproval.

c. Repair procedures shall be documented by the Contractor and submitted on a Request for Deviation/Waiver, to the Contracting Officer for review and written approval prior to implementation.

d. Whenever the Contractor submits a repair or rework procedure for Government review, the submission shall also include a description of the cause for the nonconformances and a description of the action taken or to be taken to prevent recurrence.

e. The rework or repair procedure shall also contain a provision for reinspection which will take precedence over the Technical Data Package requirements and shall, in addition, provide the Government assurance that the reworked or repaired items have met reprocessing requirements.

(End of Clause)

(ES7012)

DELIVERIES OR PERFORMANCE

	Regulatory Cite	Title	Date
1	52.211-16	VARIATION IN QUANTITY	APR/1984

(a) A variation in the quantity of any item called for by this contract will not be accepted unless the variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified in paragraph (b) below.

(b) The permissible variation shall be limited to:

Zero percent (0%) increase

Zero percent (0%) decrease.

This increase or decrease shall apply to the total contract quantity.

(End of Clause)

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SPECIAL CONTRACT REQUIREMENTS

	Regulatory Cite	Title	Date
1	52.246-4500 TACOM-RI	MATERIAL INSPECTION & RECEIVING REPORTS (DD FORM 250)	NOV/2001

(a) Material Inspection and Receiving Report(s) (DD Form 250), are required to be prepared and furnished to the Government under the clause of this contract entitled 'Material Inspection and Receiving Report'. Distribution of reports to the Purchasing Office (in accordance with DoD FAR Supplement Appendix F) shall be accomplished electronically.

(b) Two copies of the DD Form 250 are required to be submitted to the Purchasing Office. To satisfy this submission requirement electronically, the completed documents may be transmitted via electronic mail, or data fax. The electronic mail address for submission is mawsoni@ria.army.mil. The data fax number for submission is (309) 782-0717, ATTN: IRENE MAWSON.

(c) Any additional copies required in accordance with Appendix F may be submitted to the addresses identified below via the U. S. Postal Service:

- (1) The FMS/MAP copies may be submitted to:
N/A

(End of Clause)

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CONTRACT CLAUSES

	Regulatory Cite	Title	Date
1	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	SEP/1990
2	52.213-1	FAST PAYMENT PROCEDURE	FEB/1998
3	52.222-19	CHILD LABOR - COOPERATION WITH AUTHORITIES AND REMEDIES	SEP/2002
4	52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB/2002
5	52.232-18	AVAILABILITY OF FUNDS	APR/1984
6	52.246-1	CONTRACTOR INSPECTION REQUIREMENTS	APR/1984
7	52.249-1	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)(SHORT FORM)	APR/1984
8	252.204-7004 DFARS	REQUIRED CENTRAL CONTRACTOR REGISTRATION	NOV/2001
9	252.219-7011 DFARS	NOTIFICATION TO DELAY PERFORMANCE	JUN/1998
10	252.225-7001 DFARS	BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM	APR/2003
11	252.225-7002 DFARS	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	APR/2003
12	252.225-7010 DFARS	IA0737, DUTY-FREE ENTRY -- ADDITIONAL PROVISIONS WAS DELETED 15 APR 03, WITHOUT REPLACEMENT	AUG/2000
13	252.225-7016 DFARS	RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS	APR/2003
14	52.213-4	TERMS AND CONDITIONS - SIMPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL ITEMS)	AUG/2003
Paragraph (b)(1)(viii) is deleted from this clause.			
Information to be inserted in Paragraph (c): http://www.arnet.gov/far/ or www.acq.osd.mil/dp/dars			
(IF8001)			
15	52.219-5	VERY SMALL BUSINESS SET-ASIDE	JUN/2003
THIS CLAUSE APPLIES WHEN ORDERS EXCEED \$2,500. AND ARE NOT GREATER THAN \$50,000.00. THE FILL INS WILL BE ENTERED AT TIME OF ORDER.			
(a) Definition. Very Small Concern, as used in this clause, means a concern whose headquarters is located within the geographical area served by a designated SBA district (see 13 CFR 125.7(b));which, together with its affiliates, has no more than 15 employees and has average annual receipts that do not exceed \$1million.			
(b) Eligibility. (1) Only those firms headquartered in the -1- Small Business Administration (SBA) district are eligible for this acquisition.			
(2) Offers or quotations under this acquisition are solicited from very small business concerns only. Offers that are from other than an eligible very small business concern shall not be considered and shall be rejected. The offeror represents that it is an eligible very small business concern by submission of an offer or quotation.			
(c) Agreement. A very small business concern submitting an offer in its own name shall furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States or its outlying areas.			
(End of clause)			
IF6097)			
16	52.219-5	VERY SMALL BUSINESS SET-ASIDE - ALTERNATE II	JUN/2003

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THIS CLAUSE APPLIES WHEN THE TOTAL AMOUNT OF CONTRACT DOES NOT EXCEED \$25,000.00. FILL INS WILL BE ADDED AT THE TIME OF ORDERS.

(a) Definition. Very Small Concern, as used in this clause, means a concern whose headquarters is located within the geographical area served by a designated SBA district (see 13 CFR 125.7(b));which, together with its affiliates, has no more than 15 employees and has average annual receipts that do not exceed \$1million.

(b) Eligibility. (1) Only those firms headquartered in the -1- Small Business Administration (SBA) district are eligible for this acquisition.

(2) Offers or quotations under this acquisition are solicited from very small business concerns only. Offers that are from other than an eligible very small business concern shall not be considered and shall be rejected. The offeror represents that it is an eligible very small business concern by submission of an offer or quotation.

(c) Agreement. A very small business concern submitting an offer in its own name shall furnish, in performing the contract, only end items manufactured or produced by domestic firms in the United States or its outlying areas.

(End of clause)

(IF6099)

17	52.209-3	FIRST ARTICLE APPROVAL-CONTRACTOR TESTING, ALTERNATE I AND ALTERNATE II	JAN/1997
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(a) The Contractor shall test * unit(s) of Lot/Item * as specified in this contract. At least fifteen (15) calendar days before the beginning of first article tests, the Contractor shall notify the Contracting Officer, in writing, of the time and location of the testing so that the Government may witness the tests.

(b) The Contractor shall submit the first article test report within ** calendar days from the date of this contract to * marked 'FIRST ARTICLE TEST REPORT: Contract No.____,Lot/Item No.____.' Within thirty (30) calendar days after the Government receives the test report, the Contracting Officer shall notify the Contractor, in writing, of the conditional approval, approval, or disapproval of the first article. The notice of conditional approval or approval shall not relieve the Contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. A notice of conditional approval shall state any further action required of the Contractor. A notice of disapproval shall cite reasons for the disapproval.

(c) If the first article is disapproved, the Contractor, upon Government request, shall repeat any or all first article tests. After each request for additional tests, the Contractor shall make any necessary changes, modifications, or repairs to the first article or select another first article for testing. All costs related to these tests are to be borne by the Contractor, including any and all costs for additional tests following a disapproval. The Contractor shall then conduct the tests and deliver another report to the Government under the terms and conditions and within the time specified by the Government. The Government shall take action on this report within the time specified in paragraph (b) above. The Government reserves the right to require an equitable adjustment of the contract price for any extension of the delivery schedule, or for any additional costs to the Government related to these tests.

(d) If the Contractor fails to deliver any first article report on time, or the Contracting Officer disapproves any first article, the Contractor shall be deemed to have failed to make delivery within the meaning of the Default clause of this contract.

(e) Unless otherwise provided in the contract, and if the approved first article is not consumed or destroyed in testing, the Contractor may deliver the approved first article as part of the contract quantity if it meets all contract requirements for acceptance.

(f) If the Government does not act within the time specified in paragraph (b) or (c) above, the Contracting Officer shall, upon timely written request from the Contractor, equitably adjust under the Changes clause of this contract the delivery or performance dates and/or the contract price, and any other contractual term affected by the delay.

(g) Before first article approval, the Contracting Officer may, by written authorization, authorize the Contractor to acquire specific materials or components or to commence production to the extent essential to meet the delivery schedules. Until first article approval is granted, only costs for the first article and costs incurred under this authorization are allocable to this contract for (1) progress payments, or (2) termination settlements if the contract is terminated for the convenience of the Government. If first article tests reveal deviations from contract requirements, the Contractor shall, at the location designated by the Government, make the required changes or replace all items produced under this contract at no change in the contract price.

(h) The Government may waive the requirement for first article approval test where supplies identical or similar to those called for in the schedule have been previously furnished by the Offeror/Contractor and have been accepted by the Government. The Offeror/Contractor may request a waiver.

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- (i) The Contractor shall produce both the first article and the production quantity at the same facility.
- * (See instructions regarding submission of First Article clause)
- ** (See Schedule B)

(End of Clause)

(IF7116)

18 52.222-20 WALSH-HEALEY PUBLIC CONTRACTS ACT DEC/1996

- (a) All stipulations required by the Act and regulations issued by the Secretary of Labor (41 CFR Chapter 50) are incorporated by reference. These stipulations are subject to all applicable rulings and interpretations of the Secretary of Labor that are now, or may hereafter, be in effect.
- (b) All employees whose work relates to this contract shall be paid not less than the minimum wage prescribed by regulations issued by the Secretary of Labor (41 CFR 50-202.2). Learners, student learners, apprentices, and handicapped workers may be employed at less than the prescribed minimum wage (see 41 CFR 50-202.3) to the same extent that such employment is permitted under Section 14 of the Fair Labor Standards Act (41 U.S.C. 40).
- (End of clause)

(IF7114)

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LIST OF ATTACHMENTS

<u>List of Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number of Pages</u>	<u>Transmitted By</u>
Exhibit A	CONTRACT DATA REQUIREMENTS LIST (DD1423)		002	
Attachment 001	LIST OF ITEMS		001	
Attachment 002	5998-01-021-7311, 11743439 SECTION C, D	13-MAY-2003	004	
Attachment 003	5998-01-017-2994, 11745329 SECTION C, D	24-FEB-2003	003	
Attachment 004	5998-01-019-4621, 11732360 SECTION C, D	25-FEB-2003	004	
Attachment 005	5998-01-021-7305, 11743417 SECTION C, D	25-FEB-2003	003	
Attachment 006	5998-01-044-7038, 11732392 SECTION C, D	24-FEB-2003	002	
Attachment 007	5998-01-063-6265, SM-D-805149 SECTION C,D	14-FEB-2002	004	
Attachment 008	5998-01-063-6380, SM-D-804966 SECTION C, D	16-JAN-2002	002	
Attachment 009	5998-01-063-6381, SM-D-808399 SECTION C, D	21-FEB-2003	003	
Attachment 010	5998-01-060-9851, 11746908 SECTION C, D	26-FEB-2003	005	
Attachment 011	5998-01-082-3841, SM-D-805881 SECTION C, D	14-JUN-2002	004	
Attachment 012	5999-00-454-8656, 10559425 SECTION C, D	25-FEB-2003	006	
Attachment 013	5999-01-019-4625, 11732350, SECTION C, D	28-FEB-2003	002	
Attachment 014	5999-01-296-9540, 11743239, SECTION C, D	21-FEB-2003	003	
Attachment 015	DOCUMENT SUMMARY LIST		002	
Attachment 016	5998-01-063-6379, SM-D-804969 SECTION C, D	19-JUN-2002		